



**BRAZORIA COUNTY COURTHOUSE  
PURCHASING DEPARTMENT  
111 E. LOCUST STREET, BLDG. A-29, SUITE 100  
ANGLETON, TEXAS 77515  
TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT**

\*Failure to return this form may result in disqualification

Lesla Girouard, A.P.P., C.P.M., CPPB  
County Purchasing Director  
Brazoria County Purchasing  
Courthouse West Annex  
451 N. Velasco Street, Suite 100  
Angleton, TX 77515

**Solicitation Number: RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

**Open / Due Date: FRIDAY, JULY 29, 2016 AT 11:00 A.M. LOCAL TIME**

A non mandatory pre-offer meeting is scheduled for Wednesday, July 20, 2016 at 10:00 a.m. local time in the 2<sup>nd</sup> floor conference room of the Brazoria County West Annex Building, 451 N. Velasco Street, suite 249, Angleton, Texas. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are highly encouraged to download all proposal documents from the Brazoria County Purchasing website prior to attending the pre-offer meeting.

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034**

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Brazoria County website no later than five (5) business days prior to bid / proposal opening)  
Vendors will submit responses in accordance with requirements stated on cover of document.  
Vendors may not submit responses via email or fax

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET**

## **RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

**Sealed offers shall be received no later than:**

**FRIDAY, JULY 29, 2016 at 11:00 A.M. LOCAL TIME**

**PLEASE MARK ENVELOPE: "RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES"**

**Respondent shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

**DELIVER OFFER TO:**

**PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES**

LESA GIROUARD, A.P.P., C.P.M., CPPB  
COUNTY PURCHASING DIRECTOR  
BRAZORIA COUNTY PURCHASING  
COURTHOUSE WEST ANNEX  
451 N. VELASCO STREET, SUITE 100  
ANGLETON, TEXAS 77515

**\*\*MAILING ADDRESS  
(SEE NOTE BELOW)**

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**\*\*US Postal Service mailing address**

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

**HOWEVER**, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

**MAILING ADDRESS**

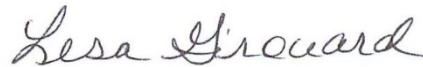
LESA GIROUARD, A.P.P., C.P.M., CPPB  
COUNTY PURCHASING DIRECTOR  
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT  
111 E. LOCUST, BLDG A-29, SUITE 100  
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/respondent desiring any explanation or interpretation of the solicitation must make a written request which must be received by the Purchasing Department, at least five (5) business days prior to the scheduled time for the bid/offer opening. The request must be addressed to Lesa Girouard, County Purchasing Director, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/respondent concerning this solicitation will be furnished promptly to all other known prospective bidders/respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Bidder/Respondent's responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda shall be submitted to all known bidders/respondents and shall be posted on the Brazoria County Purchasing Website <http://brazoriacountytx.gov/departments/purchasing/bid-opportunities>. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist including any Addenda Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder's company name, the Bid/Offer name, number and due date.



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LESA GIROUARD, A.P.P., C.P.M., CPPB  
County Purchasing Director  
Brazoria County Courthouse  
111 E. Locust Street, Bldg. A-29, Suite 100  
Angleton, Texas 77515

# **BRAZORIA COUNTY BIDDER/RESPONDENT CERTIFICATION**

**RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

## **CERTIFICATION**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

Published Dates:

**WEDNESDAY, JULY 6, 2016  
TUESDAY, JULY 12, 2016**

# BRAZORIA COUNTY CONTRACT SHEET

## THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, by virtue of an order of Brazoria County Commissioners' Court, and \_\_\_\_\_ (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES as stated in the Request for Proposal Package Checklist hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described, the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this \_\_\_\_ day of \_\_\_\_\_ 2016.

By: \_\_\_\_\_  
County Judge Signature

By: \_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Printed Name and Title

# REQUEST FOR PROPOSAL PACKAGE CHECKLIST

## RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1.   X   **Solicitation Download Acknowledgement**
2.   X   **Cover Sheet**
3.   X   **Bidder Certification** -Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract.
4.   X   **Contract Sheet** - Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract (**TO BE SUBMITTED BY VENDOR UPON AWARD**)
5.   X   **Package Checklist**
6.   X   **Instructions to Respondents**
7.   X   **Specifications / Scope of Work**
8.   X   **Offer Sheet** - Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract.
9.   X   **Statement of No Offer**
10.   X   **Standard Terms and Conditions**
11.   X   **Special Requirements**
12.   X   **Bidder/Respondent's Affirmation**  
Company name, identifying information and signature (**IN INK**).
13.   X   **SDNs/Blocked Persons Affirmation**
14.   X   **Title VI Policy Statement**
15.   X   **Vendors Qualifications**
16.   X   **Insurance Requirements**
17.   X   **Conflict of Interest Questionnaire – Form CIQ**
18.   X   **Certificate of Interested Parties Form 1295 (TO BE SUBMITTED BY VENDOR UPON AWARD)**
19.   X   **Return Label**
20.   X   **Attachments:** The documents marked below are hereby attached and made a part of this package.
  - **Attachment A – Offer Spreadsheet**
  - **Respondent Data Sheet** (Respondent information and W-9 Form must be completed and returned with offer)

Initials\_\_\_\_\_

# **BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS**

## **RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

**1.0 THE CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Proposal Number 16-40 as stated in the Request for Proposal Package checklist and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County

### **2.0 PROJECT DESCRIPTION**

In accordance with Texas Local Government Code 262.030, Brazoria County is seeking proposals for an annual contract for custodial services for multiple County buildings located throughout the County.

The County shall award the contract to a single contractor who shall furnish all management, supervision, cleaning personnel, equipment, cleaning supplies, tools and other materials required for custodial services for the County and be based on the contractors ability to meet all the requirements as stated in the evaluation criteria.

Brazoria County reserves the right to add or delete facility locations during the contract term.

### **3.0 PRE-OFFER MEETING**

A non mandatory pre-offer meeting is scheduled for Wednesday, July 20, 2016 at 10:00 a.m. local time in the 2nd floor conference room of the Brazoria County West Annex Building, 451 N. Velasco Street, suite 249, Angleton, Texas. Supervisors of the team that will be actually working on the project should plan to attend. Attendance is not mandatory in order to submit an offer; however, it is highly recommended.

It is the sole responsibility of the vendor to acquaint themselves with the nature and extent of work at each building and understand where the various County locations are. Failure to familiarize one-self with all conditions shall not constitute a basis for subsequent contract adjustment. County location maps which will show where the buildings are located throughout the County will be provided at the pre-offer meeting.

### **4.0 PROPOSAL REQUIREMENTS**

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

One (1) original and *SIX* (6) copies shall be submitted which will include all documents associated with the request for proposal. Each marked page of the response sheets must be manually signed or initialed by an officer of the company having the authority to bind the company in a Contract.

**Initials**\_\_\_\_\_

Brazoria County prefers that each response be bound in a three (3) ring or plastic comb binder and tabbed by section. Each bound submittal shall be marked as "Original" or "Copy". The tabs should identify the following sections by name rather than by a number or alphabet.

Vendor completed Brazoria County RFP Document, including vendor's response to

- specifications / scope of work, evaluation criteria and Offer Sheet
- Insurance Requirements
- Vendor Data Sheet & W-9 form
- Vendor Qualifications
- Addenda (if applicable)
- Exceptions (if applicable)
- Additional information if required and / or applicable to the project

Complete responses shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the respondent's name and the RFP number which corresponds to this proposal.

Each response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

*Where appropriate*, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exceptions". Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions and Special Requirements may be placed in an Appendix labeled "Exceptions."

Each respondent shall submit completed Vendors Qualifications forms provided in this Request for Proposal. Brazoria County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish Brazoria County all such information and data for this purpose as it may request. Brazoria County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of an respondent is not to the satisfaction of Brazoria County.

## **5.0 CONTRACT AWARD / EVALUATION PROCESS**

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

**Initials**\_\_\_\_\_



Brazoria County shall rank responses in accordance with the Evaluation Criteria listed in Section 6.0 and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondents whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

“Lowest and best” means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal. Brazoria County may award to one or multiple vendors.

## **6.0 EVALUATION CRITERIA**

The criteria used to evaluate the proposals shall be:

Quality of Labor / Management Systems.....	25	points
Proposal products and cleaning methodology.....	15	points
Price.....	40	points
Proposed Organization & Staffing .....	10	points
References / Company Profile and other factors.....	10	points

### **6.1 PROPOSAL SCORING CRITERIA (REVISE SECTION ACCORDING TO CRITERIA ABOVE)**

The following information will be used by the County in the selection of the vendor to provide the work as stated in Section 2.0 Description.

6.1.1 Quality of Labor / Management Systems: Vendors must provide in their RFP response, an explanation of the policies regarding the following:

- Employee Training
- Experience of work force
- Quality Control and safety procedures
- Personnel Assigned
- Uniform Policy
- Communication workflow

**Initials\_\_\_\_\_**

6.1.2 Proposed products and Cleaning Methodology – Vendors are to include in their response a detailed list of the following:

- Proposed list of equipment and supplies
- Cleaning Methodology-Response shall include, but not be limited to, the following:
  - How service will be implemented and maintained
  - Service commitment philosophy
  - Inspection Plan
  - Cleaning checklists

6.1.3 Price- Price submitted in offer

6.1.4 Project Organization & Project Staffing – Vendors must provide in their RFP response, the following:

- Proposed Organization Chart
- Proposed Staffing Recommendations

6.1.5 References / Company Profile and other factors

- Quality of Work
- Company Overview
- Key Personnel
- Financial Stability

## **7.0 BRAZORIA COUNTY PROJECT MANAGER**

Dennis Cleveland  
Facilities Management, Director

## **8.0 REQUESTS FOR CLARIFICATIONS**

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the proposal opening. The request must be addressed to Natasha Stulberg, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department  
Attn: Natasha Stulberg  
111 E. Locust Street, Bldg A-29, suite 100  
Angleton, TX 77515

Respondents may also email requests for clarification to: [natashas@brazoria-county.com](mailto:natashas@brazoria-county.com).

## **9.0 AWARD LETTER / NOTICE TO PROCEED**

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

**Initials**\_\_\_\_\_

## **10.0 MODIFICATIONS PRIOR TO OPENING**

Prior to the opening of proposals, an offer may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

## **11.0 DISCLOSURE OF CERTAIN RELATIONSHIP**

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>  
Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Brazoria County Courthouse  
County Clerk's Office  
111 E. Locust Street, Suite 200  
Angleton, TX 77515

## **12.0 CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

## **13.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)**

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your bid submittal.

**Initials**\_\_\_\_\_

#### **14.0 SYSTEM FOR AWARD MANAGEMENT (SAM)**

Prior to bid submittal, bidders/respondents must register with the System for Award Management (SAM) or have an active registration with SAM.

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Registering online is accomplished on the [SAM website](http://www.sam.gov) at [www.sam.gov](http://www.sam.gov). Information concerning the process can be found on the Purchasing website at: <http://brazoriacountytx.gov/departments/purchasing/doing-business>.

#### **15.0 CONTRACT TERM**

Award of Contract shall begin on October 1, 2016 with an actual cleaning start date of Monday, October 3, 2016 and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by Brazoria County Commissioner's Court each period. Once renewal option is exhausted, the Contract must be re-solicited.

Brazoria County retains the option to re-solicit new proposals at any time if in its best interest.

#### **16.0 INSURANCE REQUIREMENTS**

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

**Initials**\_\_\_\_\_

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

**WAIVER OF SUBROGATION:**

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

**ADDITIONALLY INSURED:**

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

**17.0 INCLEMENT WEATHER:**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

**18.0 ADDITIONAL REQUIREMENTS**

**18.1 Purchase Orders**

18.1.1 Brazoria County Purchasing Department will issue Release Orders. The Release Orders will contain the bill to information for that department.

18.1.2 The awarded vendor must receive a proper Release Order Number from Brazoria County.

**18.2 Invoices**

18.2.1 Invoices with a duplicate shall be sent monthly and directly to the Brazoria County Facilities Management Department, 111 E. Locust Street #107, Angleton, Texas 77515. Payments will be processed after notification that all services have been performed satisfactorily.

**18.3 Pricing**

18.3.1 All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

18.3.2 The fixed price per hour may be revised on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics for the Houston-Galveston-Brazoria, Texas, Consolidated Metropolitan Statistical Area (CMSA). Such increases shall be effective on a prospective basis on each anniversary date of this contract and will be allowed only if approved by Brazoria County Commissioners' Court. Price increases for the upcoming contract renewal year must be submitted to the Brazoria County Purchasing Department thirty (30) days prior to the expiration date of the current term.

**Initials\_\_\_\_\_**

18.4 Substitutions

18.4.1 Vendor substitutions of prior approved cleaning supplies and paper goods shall be of equal or better quality than the original item requested and shall be accepted with prior approval only.

**19.0 INSPECTIONS AND ACCEPTANCE OF WORK**

19.1 Brazoria County reserves the right to inspect the work under contract at any time for final acceptance.

19.2 Unsatisfactory Performance – If work performed is unsatisfactory, the Brazoria County Facilities Maintenance Department or an authorized representative will immediately notify Contractor. Upon notice of unsatisfactory cleaning performance, Contractor is required to respond within one (1) hour to the notification via email or phone to the Brazoria County Maintenance Department. Contractor will have two (2) hours from that time to initiate corrective actions and forty eight (48) hours to complete any specific instance of unsatisfactory cleaning performance. In the event the corrective action to remedy the unsatisfactory performance is not completed within 48 hours, the County has the right to immediately complete the work to its satisfaction, either through the use of County employees at a rate equal to the County employees(s) hourly rate plus thirty-percent (30%) for County administrative costs. These actual charges if greater than the minimum charges\* will be deducted from any balances due or which may become due to the Contractor. The use of outside contractor(s) will be at the rate charged to the County plus thirty-percent (30%) for County.

\*NOTE: The minimum charge, regardless of time necessary to correct the deficiency shall be \$250.00.

Continuing non-performance of the awarded vendor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies, which are unsatisfactory or not completed per attached frequency list. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance. The "Services To Be Performed" listed under "Scope of Work" shall be enforced. Work not performed will not be paid.

**20.0 START UP TIME**

Upon award by the Brazoria County Commissioner's Court, in order to avoid an interruption of service, the awarded contractor will need to be in place and ready to assume the duties of the contract on Monday, October 3, 2016. The awarded contractor shall work with Brazoria County representatives in order to allow for a smooth and timely transition between contract periods.

**21.0 DAMAGE TO PROPERTY**

Contractor shall assume full responsibility for any loss of or damage to Brazoria County property by employees or agents of the contractor and will reimburse the County in the event of any loss of or damage to said property. Brazoria County will not be responsible for loss or damage to contractor's property from any cause.

Initials\_\_\_\_\_

## **22.0 COMPLIANCE WITH CODES**

Contractor shall comply with all County, State and Federal Codes, Laws in force at the time of each award of contract and applicable to such work. Contractor shall obtain, at their own expense, such permits, certificates and licenses as may be required in the performance of the work specified.

## **23.0 CONTRACTOR SUPPLY DELIVERIES**

- 23.1 The awarded contractor will be able to ship bulk supplies and equipment to a designated centralized storage room located in the building. Contractors are solely responsible for placing all orders needed to maintain adequate cleaning product and equipment levels in order to fulfill the specifications of the contract for all locations.
- 23.2 The contractor is solely responsible for receiving and unloading of all supply orders. The contractor is required to have a supervisor or other designated person on hand when all supply orders are scheduled to arrive. County personnel & equipment will not be available for signing delivery tickets, inspecting or unloading any contractor ordered supplies and equipment. The storage room is located in a building that does not have a loading dock. Deliveries made to this location will need to be off loaded using a lift gate and pallet jack, as no fork lift is available.
- 23.3 Scheduled deliveries that arrive with no contractor personnel present will be subject to refusal by the County. Contractors will need to contact their shipping company in order to re-schedule a delivery. The County will not be responsible for any deliveries made to an alternate County location or department. Deliveries made to an alternate location will also be subject to refusal by the County.

## **24.0 CONTACTS**

Day Supervisor (s)

_____	_____
Name (Please Print)	Telephone Number
_____	_____
Name (Please Print)	Telephone Number

Night Supervisor (s)

_____	_____
Name (Please Print)	Telephone Number
_____	_____
Name (Please Print)	Telephone Number

## **25.0 DISASTER EVENT**

In the event Brazoria County is faced with a disaster such as tropical storm, flooding, hurricane etc., the custodial company shall be in constant communication with the Facilities Management Department in order to determine if any building locations have been affected.

**Initials**\_\_\_\_\_

Brazoria County working in conjunction with the awarded vendor will determine if services should be halted until due time services can resume. If the building location is deemed not accessible by the County and custodial services are not performed, the County will not be charged for those days. The custodial contractor shall provide the County with a detailed list of days that the building location was not cleaned. Once the location is accessible, cleaning services shall resume.

Further, Brazoria County may request additional services & equipment to be provided post storm event. Vendors are requested to include an emergency service plan with their proposal submittal.

**Initials**\_\_\_\_\_



# **BRAZORIA COUNTY**

## **SPECIFICATIONS / SCOPE OF WORK**

### **RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

#### **1.0 SCOPE**

Each interested vendor shall be responsible for the review of information contained herein, other information may be requested as stated in section 8.0 Request for Clarifications, site visitation as needed, and other efforts necessary for the submission of a comprehensive proposal which will represent the vendor's best offer as a supplier of custodial services for the County.

Each vendor shall submit evidence of qualifications which would influence the ability to satisfactorily perform the custodial services defined in this proposal.

#### **2.0 GENERAL REQUIREMENTS**

##### **2.1 Equipment and Supplies furnished by Vendor:**

Proposer shall furnish all labor, equipment, paper products and cleaning supplies necessary to perform the contract. Adequate supplies are to be kept at each location in the respective storage areas. Upon termination of the contract, all supplies purchased for Brazoria County use shall become the property of Brazoria County and shall not be removed. In the event the contractor has failed to have supplies on hand, the cost to the County to purchase the supplies needed during the transition from one contractor to the next will be deducted from the final invoice.

Equipment will be required to be of adequate design and functioning properly to manufacturer's specification. Vacuum cleaners must be of top quality (no cloth bags) and maintained in proper working order. Carpet cleaning shall be performed with commercial extracting equipment. A complete itemized list of contractor's equipment, for each location, will be provided to the Brazoria County Maintenance Department and updated as necessary. Vendor shall include the make, model and serial numbers for all floor equipment. All equipment including buckets, mops, brooms, floor signs and trash receptacles etc., shall be marked with the contractor's name.

In the event the County elects not to renew the contract or terminates the contract, the contractor is responsible for removing all contractor owned equipment within thirty (30) calendar days (not including holidays) from the last scheduled day as stated on the non renewal or termination letter.

Paper and cleaning products shall be of good quality and must be approved by the Brazoria County Maintenance Department before acceptance.

Paper dispensers are the property of Brazoria County and are universal. Should the successful contractor wish to change paper product suppliers, universal dispensers must be supplied and installed by contractor. Contractor will be responsible for removing existing dispensers and must return them to the Brazoria County Maintenance Department. No changes in paper products will be allowed without approval by the Brazoria County Maintenance Department. See section 1.3 above.

**Initials**\_\_\_\_\_

All cleaning supplies will be standard for the Industry and applicable for each location. The Health Departments and Employee Health Clinic require cleaning products that are specifically used in the Medical industry. MSDS sheets will be posted in each supply storage area and a copy supplied to the Brazoria County Maintenance Department for all chemicals used. The Department and the County Health Department shall approve all products prior to use.

Contractors are to submit with their proposal a list of all company cleaning products that will be used in all Brazoria County facilities. The list shall include the following:

- Product Name
- Product Usage
- Disinfecting Properties of each cleaner
- Product application
- Scented or Unscented
- MSDS sheets

2.2 Equipment and Supplies furnished by Brazoria County:

The County shall furnish electric light and power at facilities to be serviced to provide power for cleaning equipment to be used in the performance of this contract.

Employees of the contractor shall conserve electric energy at all times. For example, in a multi-story office building, the contractor shall illuminate only those wings, suites, or floors actually occupied by personnel engaged in custodial service activity. First level supervisors shall be required to become familiar with energy saving light switches that the County may have installed. As custodial workers complete their work in a suite of offices, they shall turn the lights off before leaving.

The County shall provide the contractor with water supply. The contractor shall adhere to accepted sanitary practices governing the disposal of wastewater of every kind.

2.3 CUSTODIAL STORAGE:

The County shall provide storage closets at each building location for equipment and supplies/materials normally required for the types of service to be provided under this contract. It is the contractor's responsibility to maintain proper inventory of supplies for crew member use. In addition, the County will provide a main storage location at our Facilities Management building, located at 1340 E. Kiber, Angleton, Texas. The storage facility on Kiber is not be used as a remote office therefore no potential employee interviews will be allowed.

In addition, Brazoria County does not assume responsibility for any materials, tools and equipment stored on or about the premises.

**3.0 CONTRACTOR PERSONNEL AND SUPERVISON:**

- 3.1 All matters pertaining to the recruitment, screening, hiring and retention shall be the exclusive responsibility of the contractor.
- 3.2 Only those personnel who have been properly trained shall be assigned duties under this contract.

**Initials**\_\_\_\_\_

- 3.3 Any contractor employee whose work habits and / or conduct is deemed objectionable by the County, shall be, upon request by the County, removed from the contract cleaning schedule.
- 3.4 The contractor shall be responsible for training in the application of chemicals and the use of equipment to facilitate safe conditions for their employees, the County's employees and the general public.
- 3.5 The contractor shall be responsible for training the employees on any special security requirements, with special attention to those working evening shifts in the main courthouse, law enforcement and District Attorney Offices.
- 3.6 Labor costs shall include English or bilingual (English and Spanish) speaking Supervisors for both day and night cleaning schedules.
- 3.7 All supervision as required for the execution of those contractual responsibilities assumed by the contractor. shall be done by the contractor or his/her designated representative.
- 3.8 Contractor's Representative: A representative of the contractor shall be appointed before or within 24 hours after award of the contract, and this person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. This person shall be someone other than the on-site (job) supervisor.
- 3.9 The onsite job supervisor for both day and night cleaning schedules shall be English or bilingual (English and Spanish) speaking.
- 3.10 Contractor's employees may not be allowed to work without a supervisor on duty.
- 3.11 The supervisor or Contractor's Representative shall be available to Brazoria County at all times either by phone, email or pager. The Brazoria County Project Manager will be issued all current contact information.
- 3.12 The supervisor and / or contractor's representative will have one (1) hour to respond to initial contact made by Brazoria County either by phone or email.
- 3.13 Scheduling: All custodial scheduling shall be done with a minimum of disruption to normal business operations and the County will be notified if any scheduled work was not completed by the assigned custodian.

#### **4.0 COMMUNICATIONS:**

- 4.1 All contractor employees are to report to their supervisor any discrepancies from the routine work scheduled and an explanation of the circumstances involved such as:
  - 4.1.1 Any property or equipment which is not in a serviceable or operating condition, burned out lights bulbs etc. and list the description and location.
  - 4.1.2 Damage, vandalism, broken windows, graffiti, listed by description and location.
- 4.3 All contractor employees assigned to the Courthouse must log in and out on the visitors report log located at the shift worker desk.
- 4.4 Work orders and complaints from all County locations are received electronically in the Brazoria County Maintenance Department office and e-mailed directly to the Contractor's supervisors or designee.

**Initials**\_\_\_\_\_

- 4.5 Contractor or Contractor's representative will have one (1) hour to respond and confirm receipt of work order and state the resulting corrective action.

## **5.0 CUSTODIAN COVERAGE:**

Due to the square footage of the office spaces and the number of buildings situated throughout the County, the County requires the contractor to fully staff each location in order for their crews to meet the specifications and requirements of the contract on a daily basis.

The awarded vendor will be required to submit an Employee Roster that shows the building location; name of crew members assigned to each location.

The Employee Roster shall be updated each time an employee is hired and / or terminated. Updated rosters are to be sent either via mail, fax or email to the Brazoria County Maintenance Department.

Only custodians that have been cleared and issued a badge by Brazoria County are allowed to be on-site performing custodial duties.

## **6.0 CONTRACTOR EMPLOYEE INFORMATION AND BACKGROUND CHECKS:**

A complete list of all employees and Social Security numbers shall be provided to Brazoria County and updated as necessary.

Brazoria County is a drug free work place.

- 6.1 Vendors must provide smocks or uniform shirts and visible identification badges for all Contractor employees. Such badges shall be visibly displayed on the Contractor employees at all times. Cost of replacing badges shall be at vendor's expense.
- 6.2 **VISITORS AND / OR CHILDREN WILL NOT BE ALLOWED AT THE JOB SITES. Brazoria County shall require the custodian who violates this rule to be removed from servicing any County facility.**
- 6.3 Personal use of County-owned office equipment, telephones, computers, copy machines etc., is prohibited.
- 6.4 Vendor shall be in full compliance with all applicable OSHA, Federal, State, or other applicable regulations with regard to Custodial/Janitorial Services.
- 6.5 No part-time, subcontract, or third party personnel may perform services hereunder without prior written consent of Brazoria County. If a contractor will be utilizing sub-contractors for management or supervisory roles, they will need to fill out the Statement of Bidder's Qualification Subcontractor sheet included with this proposal, and is required to be included in the proposal submission. In addition, custodial crew members *may not* bring any individuals to assist them with cleaning County locations that are not employed by the contracted vendor and included on the employee roster.
- 6.6 Successful proposer agrees that at all times its employees will perform required services in a professional and workman like manner in accordance with good industry practices.
- 6.7 The awarded contractor hereby designates the Brazoria County District Attorney's Office as its agent for the purpose of obtaining social security verification from the Social Security Department and the Department of Homeland Security Pilot Program.

**Initials**\_\_\_\_\_

Additionally, prior to any worker coming on the premises in the employ of the custodial service, the social security information will be presented to the District Attorney's Office in Brazoria County for verification. Once verified, appropriate criminal background checks will be utilized through Public Data Services regarding the employees to be on the premises of the property belonging to Brazoria County.

- 6.8 Additionally, all cleared custodial service employees may be finger printed by the District Attorney's office. The awarded contractor will make the necessary arrangements with the DA's office.
- 6.9 Contractor shall supply the following items to the Brazoria County Purchasing Department in order for proper background clearance to be conducted by the Brazoria County District Attorney's Office.
  - 6.9.1 Copies of I-9 Forms
  - 6.9.2 Copies of government-issued photo identification cards
  - 6.9.3 Copies of each employee's social security card
- 6.10 Brazoria County shall inform the contractor when their employees have been cleared to work. Contractor or contractors representative are responsible for notifying their employee to report to the Brazoria County Human Resources Department, located in the main Courthouse on the first floor, to have their photo taken for their custodial identification badge.

The contractor or designee shall inform the Brazoria County Maintenance Department when the employee has obtained a badge. The badge is to be worn at all times while cleaning at a location. If at any time a spot check is done by the Brazoria County Maintenance Department, or their designee, and a custodian is found not to be wearing their badge, the employee will be asked to leave and notice issued to their Supervisor.

## **7.0 SECURITY:**

Due to the nature of business conducted in county buildings, security of the premises, items, and equipment contained therein shall receive special consideration.

- 7.1 Successful contractor will have a qualified Supervisor on duty at all times during cleaning functions.
- 7.2 County security badges shall be issued for access to secured areas in the main County Courthouse and shall be worn in addition to their custodial company identification (if needed) and uniform. Badges shall be issued as required to all employees and shall be turned in that evening prior to leaving the main Courthouse. Badges not returned, lost, or stolen shall be subject to a \$10.00 Replacement Fee.
- 7.3 Terminated Employees: Custodial supervisors are required to obtain the terminated crew member's Brazoria County issued **key(s) and badge** immediately upon termination. The key(s) and badge shall be returned to the Brazoria County Maintenance Department the next business day. Key(s) and badges not returned to the Brazoria County Maintenance Department may result in fees being assessed to the Contractor.
- 7.4 All persons and personal property ( as in purses, briefcases, etc) shall be subject to search prior to building entry or during the work schedule, at any time while on county property.

**Initials** \_\_\_\_\_

7.5 In addition, each custodian will be informed of the following:

7.5.1 Contractor will be responsible for safeguarding against loss, theft or damage of all County property, materials, equipment and accessories which may be exposed to the contractor's personnel.

7.5.2 When it is determined that a building location, which does not have a key pad or the onsite Supervisor does not have a key, has been left unsecured due to negligence on the part of the contractor, there will be a charge-back of \$15.00 per hour. The time determination will start when the County's on-call person leaves their point of origin location and until they return to their point of origin location from securing the building.

## **8.0 BUILDING KEYS:**

Any lost keys shall be reported immediately to the Maintenance Office. The contractor will be charged for the replacement of any lost keys. If the security of an area where a key is lost necessitates replacement of lock cylinders, locks, or any other hardware, the contractor shall pay the cost of such replacement and re-keying.

8.1 If any keys issued to the contractor during the term of the contract are not returned or if the contract is terminated or expired, replacement keys or hardware replacement shall be deducted from the final payment to the contractor.

8.2 Contractor shall not duplicate any keys that are issued to supervisors and / or crew members. In the event keys are duplicated without the written consent of Brazoria County, the contractor will be assessed a fine of \$50.00 per duplicated key.

8.3 Each County facility will have a set of keys assigned to the building. Upon startup of services, the awarded contractor's designee will meet with the Brazoria County Maintenance Department to sign out the assigned keys.

8.4 If a supervisor or crew member loses a key, the contractor will be assessed a fee of \$10.00 per lost key for the cost of having the County re-issue a key.

8.5 If a breach of security results from the loss of keys requiring that locks be changed, the contractor will be assessed an additional charge of \$50.00 for each lock replaced.

8.6 These charges, as applicable, will be deducted from monthly payments made to contractor, or invoiced to contractor as required.

## **9.0 SERVICES TO BE PERFORMED:**

Contractor agrees to perform the following custodial and cleaning maintenance services as stated in the specifications. Locations to be serviced include, but may not be limited to, office space, restrooms, corridors, lobbies, stairways, elevators, and public areas. Such services will be provided in accordance with the cleaning schedule as shown on the Offer Sheet. Brazoria County reserves the right to add or delete additional locations or services as deemed to be in the County's best interest.

The day shift custodians that are assigned to various offices in the main Courthouse, Museum and any other surrounding location such as the Library and East Annex Buildings, shall be available to respond to work orders that the Facilities Management Department receives at no additional cost to the County. These duties shall include, but not be limited to: emergency spills, spot cleaning and re-stocking of paper products & soap in restrooms, especially in the West Annex Building on days that court is in session for the Attorney General.

**Initials**\_\_\_\_\_

## OFFICES AND PUBLIC AREAS – DAILY SERVICE

- 9.1 Empty waste receptacles, using a trash cart or barrel for collection in each office in order to avoid leaking trash bags create stains that are difficult to remove. Deliver trash to designated location for removal. Clean receptacles as needed. Can liners are to be changed daily. Keep all recycle items separate from trash. *(All clean paper is recyclable, see section below labeled Trash Removal)* Contractor will furnish all associated trash carts and equipment needed for transporting to the proper locations.
- 9.2 Sweep synthetic flooring with chemically treated dust mop, creating no dust and wet mop spillages. All hard surface floors shall be wet mopped as required to maintain cleanliness.
- Coffee Shop: After business hours, the floor located in the customer's dining area shall be swept and wet mopped daily with a disinfectant cleaner and clean water.
- 9.3 Hand dust office furniture and countertops. If desk tops are left free of papers, office equipment and personal items, clean desktops to remove film, smudges, and markings. Desktops are not to be disturbed or re- arranged. Use a good furniture polish that does not leave oily or streaky residue.
- 9.4 Empty and clean ashtrays. Empty debris from sand urns, smooth sand, and replace sand when necessary. Sweep building entry areas and remove trash.
- 9.5 Wash, clean, and disinfect dispensing area of water fountains and coolers. Wash metal housing, shine and polish metal fixture units.
- 9.6 Clean all main entrance door glass, and any adjacent side glass and interior partition glass to remove fingerprints and smudges and streaks. Clean cloths and streak-free cleaners will be used.
- 9.7 Use lights only in areas being cleaned, turn off lights not needed.
- 9.8 Vacuum carpeted areas.
- 9.8.1 Spot clean spills and smudges caused during the day. Extra attention shall be provided to keep carpets looking new. Remove stains and spots daily.
- 9.8.2 All areas shall be thoroughly vacuumed and free of trash and other debris, including behind doors and under furniture.
- 9.9 Sweep outside the immediate vicinity of each building entrance.
- 9.11 Clean elevator floors, walls and tracks.
- 9.12 Remove entrance doormats, clean mats thoroughly, rotate and return to proper location. During periods of rainfall, keep mats dry or replace with spare mats supplied by Brazoria County.
- 9.13 All trash carts, custodial carts, storage areas, etc. shall be kept clean and orderly. Contractor will furnish all associated trash carts and equipment needed for transporting to the proper locations.
- 9.14 Stairwells:
- 9.14.1 Wipe down handrails for all stairwells.
- 9.14.2 Sweep landings and treads to remove loose dirt, mud or other foreign matter
- 9.14.3 Remove any gum found on landings and treads
- 9.15 All interior office glass partition(s) will be cleaned with a glass cleaner leaving the partition(s) streak free.

Initials \_\_\_\_\_

#### **10.0 RESTROOMS – DAILY:**

- 10.1 Sweep, wet mop with a disinfectant on all bathroom floors.
- 10.2 Polish mirrors, chrome and enameled surfaces to ensure no streaking is left behind.
- 10.3 Wash and disinfect all basins, bowls and urinals.
- 10.4 Hand dust, clean and disinfect all partitions, tops of tile ledges, towel, and paper and sanitary napkin dispensers.
- 10.5 Clean and refill all toilet tissue, hand soap, toilet seat covers and hand towel dispensers. Extra attention shall be given these items in order to prevent empty dispensers.

#### **11.0 SERVICES PERFORMED ON A WEEKLY BASIS:**

- 11.1 Wash down ceramic tile walls in restroom compartment partitions.
- 11.2 Remove all spider webs from walls, ceilings, window sills, baseboards etc.
- 11.3 Mop and spray buff hard surface flooring in all public areas. Floors MUST be wet mopped and clean before buffing.
- 11.4 Remove fingerprints, smudges, scuffmarks and any graffiti from vertical and horizontal surfaces. This includes, but not limited to, doors, walls (if needed) and window sills.

#### **12.0 SERVICES PERFORMED ON A MONTHLY BASIS – ALL BUILDING LOCATIONS:**

- 12.1 Perform high dusting on air vents, ledges, partition tops, baseboards, high windowsills, racks, shelves and light fixtures.
- 12.2 Clean all interior window glass that is not cleaned as part of the weekly services. The East window wall of the main Courthouse is excluded, above the 2<sup>nd</sup> floor.
- 12.3 Venetian blinds in offices and common areas shall be dusted once each month.
- 12.4 Door frames will be dusted and wiped down.

#### **13.0 HARD SURFACE FLOORS**

The Facilities Management Department will coordinate with the awarded contractor in order to schedule a floor cleaning rotation schedule.

#### **OFFICE AND PUBLIC COMMON AREAS:**

If the contractor is using cotton string mop heads for wet mopping, in order to prevent cross – contamination, mop heads are to be cleaned on a daily basis or replaced.

**Initials**\_\_\_\_\_



It is recommended that if the contractor is using dust mop heads, they should be shaken out or vacuumed in order to get rid of excess dust before being cleaned. In either application, dust or wet mop heads should be washed with a gentle detergent – no bleach – in hot water and rinsed before being dried. Mop heads can also be hand-washed and hung to dry.

***Contractors are to include with their proposal their method of cleaning and replacing various types of mop heads they will be using.***

#### **FLOOR SERVICE – STRIP & WAX BI ANNUAL BASIS**

The Facilities Management Department will schedule on a biannual basis, all office and public common hard surface floor to be mopped before being stripped and waxed.

All floors shall be thoroughly swept prior to being stripped and waxed so as dirt and grime is not sealed into the floor when the new wax is applied.

Deep scrub, seal and buff all hard surface flooring, vinyl tile and resilient flooring in offices, hallways, corridors and lobbies with a nonslip sealer. Floors will be maintained and kept in good condition. Strip floor finish build up and apply sealer with a minimum of 4 to 6 coats (depending on product used) as needed to keep floors in good condition.

All wax shall be removed from the floors. After wax is reapplied, walls, baseboards, floors and other surfaces shall be free of streaks, mop strand marks and skipped areas. The finished floor shall have a uniform luster. Care shall be taken to not over apply wax which can lead to a slippery finish.

Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment.

#### **Texas Gulf Coast Regional Airport – New Terminal Building Floors**

- The new terminal building at the airport has several types of flooring throughout the building.
- Porcelain tile (Crossville brand Wood Impressions Barnwood Gray flooring & Crossville Structure) is found in the two public waiting area, public corridor, vending, kitchen, and public restrooms.
- Stained Concrete is found on the private office corridor and pilot lounge corridor.
- Carpet (Broadloom Style) is found the customer service area, offices, conference rooms, print & copy room, pilot lounge and base pilot lounge.
- Vinyl Comp Tile is found in the employee plan room, line office, flight planning room (pilot's lounge) and the custodian storage closet.

The contractor must be to be familiar with the proper cleaning methods for each type of flooring.

**Does your company have a full time experienced floor cleaner that can be assigned to this contract?**

\_\_\_\_\_YES \_\_\_\_\_NO

#### **14.0 CARPET CLEANING – BY APPOINTMENT, AS NEEDED**

All carpet to be extracted using a commercial steam EXTRACTOR – BONNET CLEANING IS NOT AN APPROVED METHOD FOR BRAZORIA COUNTY.

**Initials\_\_\_\_\_**

Spots or stains on carpet will be removed on a daily basis and cleaned or extracted as required to keep all carpeted areas clean and in like-new condition.

Contractor will be responsible for any and all damages to carpet or furnishings occurring during cleaning, and will be charged for replacement or repairs. All floor care must be scheduled with the Brazoria County Maintenance Department so that flooring is completely dry and serviceable for the following work day.

Prior to cleaning, all carpets shall be thoroughly cleaned to remove all dirt, stains, spots etc. Carpets shall be cleaned so that all evidence of high traffic areas is not noticeable. Note: If certain stains and or spots are inspected and it's determined by the contractor that they are unable to come out, the contractor is to notify the Facilities Management Department prior to cleaning.

***Vendors are to submit with their response a statement on how their company performs carpet cleaning services.***

**Does your company have a full time experienced carpet cleaner that can be assigned to this contract?**

\_\_\_\_\_YES \_\_\_\_\_NO

**15.0 COUNTY HEALTH CARE CLINICS & WIC – SERVICES PERFORMED DAILY:**

In addition to the standard specifications stated above, the County Health Care Clinics require the following cleaning services:

Clean and disinfect all wipeable open surfaces such as countertops, tables and desks.

**ALVIN HEALTH CARE CLINIC LOCATION**

Front window countertop; seats, exam tables, desk and patient “sign-in” window shall be wiped down.

Under-counter mounted dorm refrigerators will need to be swept under & wiped down.

**PEARLAND HEALTH CARE CLINIC LOCATION**

Clean the sinks located in the vaccination rooms

All hard horizontal surfaces cleaned and disinfected, including countertops and shot tables

Floor are to be dust mopped with an approved medical grade disinfect cleaning solution. Tile floors are to be wet mopped.

All hard chairs shall be wiped once a week

Window shall be wiped with a glass cleaner to ensure no streaks are left

**ANGLETON AND ALVIN HEALTH CARE CLINIC LOCATIONS**

Exam tables and all chairs (waiting room and exam rooms) shall be wiped daily with a disinfectant wipe.

**WIC LOCATIONS**

Clean and disinfect all countertops located in the lab areas.

*The County Health Care clinics house vaccines that are kept in special refrigerators. Custodial crew members are to be instructed that when cleaning the refrigerators they are not to open the doors at any time. If it is determined that the doors were left ajar as a result of cleaning and the vaccines are at risk of being non-viable, the Contractor will be responsible for replacement cost of vaccines.*

**Initials\_\_\_\_\_**

## **16.0 EXTERIOR GLASS:**

All 1<sup>st</sup> floor exterior glass, with the exception of entry area glass, shall be cleaned as needed. A minimum of once each year or more often as needed. A streak free glass cleaner will be used.

All entry area glass will be cleaned daily.

## **17.0 TRASH REMOVAL:**

### **Courthouse Trash Removal**

All trash bags being removed from the main County Courthouse (Angleton) are to be placed in the large dumpster located in the East parking lot (across the street from the courthouse). Do not place trash bags on the adjacent trailer. Supervisors are to ensure compliance by crew members.

### Blue Recycle Bags – Angleton Locations Only

Blue recycle bags removed from the main courthouse are to be placed on the trailer provided, which is located in the East parking lot (next to the trash dumpster). Do not place recycled blue bags in the dumpster.

The following locations participate in the blue bag recycling program:

Courthouse  
West Annex Building  
Information Systems  
Museum

### Replacement Bags:

Blue replacement bags shall be obtained by contacting the Brazoria County Maintenance Department.

## **18.0 HOLIDAY SCHEDULE:**

If a holiday should fall on a scheduled cleaning day, the cleaning schedule shall prevail with the exception of the following nationally recognized holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

In the event a scheduled day falls on the above holidays the office shall be cleaned either the day before or after the holiday. For example: Thanksgiving Day is Thursday, November 24, 2016. If the office is scheduled Tuesday and Thursday, the office may be cleaned on the business day prior to or after said holiday.

## **19.0 ADDITIONAL INFORMATION:**

The awarded contractor shall express to their crew members that they are employees of the custodial company and not Brazoria County. Any discussions pertaining to their cleaning schedule, pay, or supplies shall be directed to their immediate supervisor and not to Brazoria County employees.

**Initials** \_\_\_\_\_

# **BRAZORIA COUNTY OFFER SHEET**

## **RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

Cost shall be based on per hour for cleaning occupied space only. Due to security reasons, vendors are unable to have access to building plans. Due to this fact, the pricing submitted in the proposal will be considered as First Round Pricing. The submittals will be evaluated based upon the criteria shown in Section 6.0. Once a short list of vendors has been compiled, the short list vendor's project manager(s) will be asked to submit to a background check conducted by the District Attorney's Office. Once the project manager(s) have successfully passed the background check, they will be given a guided site visit by a Brazoria County representative and have access to view detailed floor plans in order to determine the exact layout of each building location. Upon completion of the site visit, short listed vendors will be asked to provide Round Two Pricing to serve as their final and best offer.

*Note: Vendors are able to submit pricing for all areas shown on the offer spreadsheet or individual areas.*

## **OFFER SPREADSHEET IS POSTED TO THE WEBSITE AND LABELED AS 16-40 ATTACHMENT A OFFER SPREADSHEET**

**GENERAL:** The undersigned respondent has carefully examined the Request for Proposal package and the Certification, the Standard Terms and Conditions, the Technical Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his/her signature affixed below, he/she agrees to enter into a contract with Brazoria County in accordance with the requirements of the County as stated in the above-referenced contract documents.

Detailed specifications covering items offered must be attached to and made a part of the Offer Sheet. Brazoria County reserves the right to accept or reject any or all proposals and waive all technicalities.

\_\_\_\_\_  
(legal name of bidding firm)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(type name of officer)

\_\_\_\_\_  
(signature of officer)

\_\_\_\_\_  
(title of officer)

\_\_\_\_\_  
(telephone)

\_\_\_\_\_  
(fax)

\_\_\_\_\_  
(date)

# BRAZORIA COUNTY STATEMENT OF NO OFFER

## RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES

If respondent is not offering on the goods and/or services as stated in this RFP please complete and return this form to:

Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

\*\*\*\*\*

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- ☐ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- ☐ Specifications unclear (please explain below).
- ☐ We do not offer this commodity and/or service or an equivalent.
- ☐ Insufficient time to respond to the RFP.
- ☐ Our schedule would not permit us to perform.
- ☐ Cannot meet insurance requirements.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **BRAZORIA COUNTY**

## **STANDARD TERMS AND CONDITIONS**

1. **FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
  - 3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 16-40 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
  - 6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
  - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.

**Initials**\_\_\_\_\_

8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
9. **SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
- 10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.
11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- 1) Have adequate financial resources, or the ability to obtain such resources as required;
  - 2) Be able to comply with the required or proposed delivery schedule;
  - 3) Have a satisfactory record of performance;
  - 4) Have a satisfactory record of integrity and ethics;
  - 5) Be otherwise qualified and eligible to receive an award.
- 11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
12. **REFERENCES:** During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.
13. **INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
15. **INDEMNIFICATION:** The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
- 15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.
- Initials**\_\_\_\_\_

- 15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- 16. THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
- 17. PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.
- 18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.
- 19. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
- 20. TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to the respondent who offers the next best value to the County as it deems to be in the best interest of the County.
- 20.1** In the event of breach or default of this Contract, Brazoria County reserves the right to enforce this Contract in any manner prescribed by law or deemed to be in the best interest of the County.
- 20.2** In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- 21. DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.
- 23. HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

Initials\_\_\_\_\_



- 24. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
- 27. WARRANTY:** Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.
- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.
- All documents are subject to the Public Information Act requirements.
- 30. DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At anytime during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- 32. BID BOND:** *If marked on the "Request for Proposal Package Checklist" as an applicable component*, all respondents must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)

Initials\_\_\_\_\_

- 33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) *If marked on the "Request for Proposal Package Checklist" as an applicable component*, in the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (See Package Checklist.)
- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
- 38.1** Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.
- 39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials \_\_\_\_\_

# **BRAZORIA COUNTY SPECIAL REQUIREMENTS**

## **RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

### **RESPONDENT INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

The following requirements and specifications supersede other requirements where applicable.

#### **General**

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

**Initials**\_\_\_\_\_

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

#### **RFP Form Completion**

Respondent shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and SIX (6) copies of the complete RFP form. An authorized representative of the respondent **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, respondent **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** RFPs are to be **F.O.B. Destination, Net Thirty (30) Days**.

#### **Exceptions**

Bidder/Respondent must provide any and all warranty terms and conditions. Bidder/Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

#### **Public Information Act**

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

#### **RFP Returns**

Respondents must return all completed offers to the Brazoria County Purchasing Department **no later than 11:00 A.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

**Initials**\_\_\_\_\_

**MAILING ADDRESS:**

LESA GIROUARD, A.P.P., C.P.M., CPPB  
COUNTY PURCHASING DIR.  
BRAZORIA COUNTY COURTHOUSE  
PURCHASING DEPARTMENT  
111 E. LOCUST, BLDG A-29, SUITE 100  
ANGLETON, TEXAS 77515

**PHYSICAL ADDRESS:**

LESA GIROUARD, A.P.P., C.P.M., CPPB  
COUNTY PURCHASING DIR.  
BRAZORIA COUNTY PURCHASING  
COURTHOUSE WEST ANNEX  
451 N.VELASCO STREET, SUITE 100  
ANGLETON, TEXAS 77515

**Late Bid/Offers**

Bids/Offers received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

**Altering Bids/Offers**

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

**Substitutions to Bid/Offer**

Respondents offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

**Withdrawal of Bid/Offer**

A bid/offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

**Descriptions**

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

**Terms of Payment**

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

**Pricing / Delivery**

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

**Reduction in Price:** If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

**Price Increase:** A price redetermination may be considered by Brazoria County only after six (6) months of the contract period have elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite #100, Angleton, Texas 77515, based on a minimum of five (5) percent increase in manufacturer's direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

**Initials**\_\_\_\_\_

**Personnel**

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

**Legal Documents**

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

**Contract Obligations**

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

**Initials**\_\_\_\_\_

# BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

## RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES

*This sheet must be completed, signed, and returned by Bidder/Respondent*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Respondent hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

\_\_\_\_\_ Does not own taxable property in Brazoria County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.  
\*\*\*\*\*

Bidder/Respondent Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

### ***Corporate Vendors Shall Furnish the Following Information:***

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

Sole Owner's SSN \_\_\_\_\_

**BRAZORIA COUNTY  
BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS  
AFFIRMATION**

**RFP #16-40 CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES**

*This sheet must be completed, signed, and returned by Bidder/Respondent*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:  
*(Please check all that are applicable)*

\_\_\_\_\_ Is not excluded from doing business at the federal level.

\_\_\_\_\_ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.  
\*\*\*\*\*

Bidder/Respondent Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_ \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

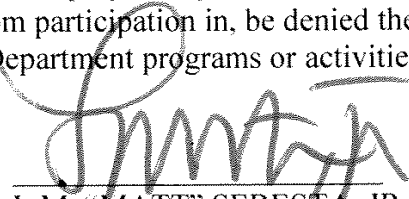
***Corporate Vendors Shall Furnish the Following Information:***

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_



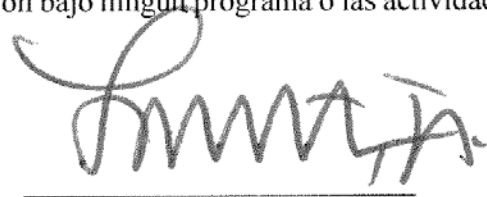
**Title VI and Related Statues  
Nondiscrimination Statement**

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

  
L.M. "MATT" SEBESTA, JR.  
COUNTY JUDGE

**Titulo VI y Estatutos Relacionados  
Declaration de No Discriminacion**

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.

  
L.M. "MATT" SEBESTA, JR.  
COUNTY JUDGE

# VENDOR QUALIFICATIONS

## VENDOR'S GENERAL EXPERIENCE & QUALIFICATIONS

General Contractors Name: \_\_\_\_\_

### I. General

- a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- b. Attach your Project Organization Chart
- c. Submit list of other fully staffed branch offices
- d. Submit list of corporate officers, partnerships or owners of organization

### II. History

- a. Please specify:

\_\_\_ Corporation – State of Incorporation \_\_\_\_\_

\_\_\_ Partnership

\_\_\_ Sole Proprietorship

\_\_\_ Joint Venture

- b. Specify: In continuous business since: \_\_\_\_\_

- c. Specify:

\_\_\_ Large Business (100 or more employees)

\_\_\_ Small Business (fewer than 100 employees)

\_\_\_ Other \_\_\_\_\_

### III. Experience

- a. Normally performs \_\_\_\_\_% of work with own forces.
- b. Proposing to perform \_\_\_\_\_% of work for this project with own forces.

i. List Trades \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(additional attachments as required)

## VENDOR QUALIFICATIONS

### List Contracts

(Similar contracts in Size and Scope Completed in Last Five Years)

Project	Municipality or other Entity	\$ Amount	Type	Date

# VENDOR QUALIFICATIONS

## VENDOR KEY PERSONNEL

### I. Project Manager Information

- a. Resumes of key personnel shall be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Contractor's Representative	Years Experience	Contracts

Supervisor (Day)	Years Experience	Contracts

Supervisor (Night)	Years Experience	Contracts

Other (Contractor to provide if applicable)	Years Experience	Contracts

# VENDOR QUALIFICATIONS

## VENDOR REFERENCES

Please provide five (5) references for the products / services under consideration. Preference is with a government similar in size to Brazoria County, as well as to contracts similar in scope as stated in the RFP.

1. Name of government or agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\$ amount of project / contract: \_\_\_\_\_  
Contract / Project dates: \_\_\_\_\_
  
2. Name of government or agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\$ amount of project / contract: \_\_\_\_\_  
Contract / Project dates: \_\_\_\_\_
  
3. Name of government or agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\$ amount of project / contract: \_\_\_\_\_  
Contract / Project dates: \_\_\_\_\_
  
4. Name of government or agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\$ amount of project / contract: \_\_\_\_\_  
Contract / Project dates: \_\_\_\_\_

5. Name of government or agency:\_\_\_\_\_
- Address:\_\_\_\_\_
- Contact Name:\_\_\_\_\_
- Phone Number:\_\_\_\_\_
- \$ amount of project / contract:\_\_\_\_\_
- Contract / Project dates:\_\_\_\_\_

# VENDOR QUALIFICATIONS

## VENDOR'S CURRENT WORK SCHEDULE/RECORD

### I. Current Work Schedule

a. List contracts your organization has in-progress using the format below:

Name & Location of Contract	Contract \$	Contract Expiration Date	Owner Contact and Phone Number	Owner Contact and Email Address

### II. Past Record

a. List contracts your organization has completed in the last 5 years.

Name & Location of Contract	Contract \$	Date Completed	Owner Contact and Phone Number	Owner Contact and Email Address

b. Volume of work completed over last 5 years:

2016 \$ \_\_\_\_\_

2015 \$ \_\_\_\_\_

2014 \$ \_\_\_\_\_

2013 \$ \_\_\_\_\_

2012 \$ \_\_\_\_\_



# VENDOR QUALIFICATIONS

## VENDOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

- a. Has your firm ever defaulted, been declared to be in default, or failed to complete any work awarded?

\_\_\_ yes

\_\_\_ no

If yes, stipulate where and why: \_\_\_\_\_

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- b. Has your firm ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

\_\_\_ yes

\_\_\_ no

If yes, stipulate where and why: \_\_\_\_\_

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- c. Has your organization ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

\_\_\_ yes

\_\_\_ no

If yes, stipulate where and why: \_\_\_\_\_

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- II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal.  
Show project name, owner and summary explanation.

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## VENDOR'S SAFETY RECORD

- I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2016 \_\_\_\_\_

2015 \_\_\_\_\_

2014 \_\_\_\_\_

2013 \_\_\_\_\_

2012 \_\_\_\_\_

- II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2016	2015	2014	2013	2012
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours (round to 1,000's)					

- III. Please answer the following questions regarding your safety program

- a. Are regular project safety meetings held?

\_\_\_ yes

\_\_\_ no

If yes, frequency:

\_\_\_ weekly

\_\_\_ bi-monthly

\_\_\_ monthly

\_\_\_ as needed

b. Are project safety inspections conducted?

☐ yes

☐ no

If yes, who performs inspections? \_\_\_\_\_

How often? \_\_\_\_\_

Who is required to attend? \_\_\_\_\_

c. Does your organization have a written safety program?

☐ yes

☐ no

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

☐ yes

☐ no

For employees promoted to Supervisor?

☐ yes

☐ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices	<input type="checkbox"/> yes	<input type="checkbox"/> no
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First aid procedures	<input type="checkbox"/> yes	<input type="checkbox"/> no
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Accident investigation	<input type="checkbox"/> yes	<input type="checkbox"/> no
------------------------	------------------------------	-----------------------------

Fire protection	<input type="checkbox"/> yes	<input type="checkbox"/> no
-----------------	------------------------------	-----------------------------

New worker's orientation	<input type="checkbox"/> yes	<input type="checkbox"/> no
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# **VENDOR QUALIFICATIONS**

## **SUBCONTRACTOR / SUBCONSULTANT LIST**

The Respondent shall provide a list of subcontractors / subconsultants your firm intends to contract with for services for each trade included in your offer. Include the current name, address and telephone number of subcontractors.

### **SUBCONTRACTOR / CONSULTANT**

### **TRADE**

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# BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

**INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

**A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:**

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>
a.	Premises and product liability	\$300,000	\$300,000
b.	Aggregate policy limits	\$300,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

	<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>
a.	Bodily injury (including death)	\$300,000	\$300,000
b.	Property damage	\$300,000	\$300,000
c.	Aggregate policy limits	\$300,000	

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

**Initials**\_\_\_\_\_

# **BRAZORIA COUNTY WORKERS' COMPENSATION REQUIREMENTS**

## **BIDDER/RESPONDENT INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

The following requirements and specifications supersede all other Requirements where applicable.

### **§T285S110.110(c) (7). Workers' Compensation Insurance Coverage**

#### **A. Definitions**

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E.** The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F.** The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G.** The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H.** The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I.** The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

**J.** By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

**K.** The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**If awarded a contract for RFP #16-40, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this public project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this public project.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title



**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**\_\_\_\_\_  
Signature of vendor doing business with the governmental entity\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

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**Chapter 46. Disclosure of Interested Parties**  
**(effective December 24, 2015)**  
**Text of Adopted Rule**

The adopted new language is indicated by underlined text.

**Chapter 46. DISCLOSURE OF INTERESTED PARTIES**

**§46.1. Application**

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

**§46.3. Definitions**

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

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(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**BRAZORIA COUNTY  
RETURN LABEL**

**\*\*\*\*\*LATE RESPONSES CANNOT BE ACCEPTED\*\*\*\*\***

<b><u>SEALED REQUEST FOR PROPOSAL (RFP)</u></b>	
<b>RFP#:</b>	16-40
<b>OPENING DATE:</b>	FRIDAY, JULY 29, 2016
<b>OPENING TIME:</b>	11:00 A.M. LOCAL TIME
<b>RFP DESCRIPTION:</b>	CUSTODIAL SERVICES FOR BRAZORIA COUNTY FACILITIES
<b>RETURN OFFER TO:</b>	<b>PHYSICAL ADDRESS:</b> COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE  
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP  
ENSURE PROPER DELIVERY!

***\*\*VENDOR MUST RETURN ONE (1) ORIGINAL AND SIX  
(6) COMPLETE COPIES OF THE BID DOCUMENTS\*\****

**\*\*\*\*\*LATE RFP's CANNOT BE ACCEPTED\*\*\*\*\***